

JUDITH POMPEI-SMITH,
Defendant

v.

WEBSTER BANK, NATIONAL
ASSOCIATION,
Plaintiff

C.A. 1:22-cv-00194-JJM-PAS

RESPONSE

TO PLAINTIFF'S MOTION FOR SUMMARY JUDGMENT

NOW COMES Judith Pompei-Smith, the defendant, with my response to Webster Bank, National Association, the plaintiff's Motion For Summary Judgment, with a request to proceed with foreclosure to the property: 370 Larchwood Drive, Warwick, RI.

I, Judith Pompei-Smith, the Defendant, ask the Honorable Judge to "deny" the plaintiff, Webster Bank's request to foreclose the property: 370 Larchwood Drive, Warwick, RI, where the Defendant, Judith Pompei-Smith and her family reside.

The plaintiff, Webster Bank's Motion For Summary Judgment and Undisputed Facts includes several false statements and several statement's based on speculation, not facts or evidence. **i.e.;** The defendant hasn't paid the mortgage in a decade, since January, 2014. The defendant's last payment was \$10,771.66 on 12/22/2015 and the defendant only had 3 years and 3 months left for the mortgage to be paid in full. Both the plaintiff and Webster Bank's employee's Affidavit stated the same, "false" statements. Please see Exhibit # 1

I, the defendant, Judith Pompei-Smith will attach my answer's to the plaintiff, Webster Bank's "Motion For Summary Judgment" and "Undisputed Facts", in a separate document to keep topic information, organized.

The defendant, Judith Pompei-Smith needs to bring very important information to the attention of the Honorable Judge of this Honorable Court. In addition to Webster Bank, the plaintiff, providing the Honorable Judge with "false" and "speculative" statements, in the plaintiff's Motion For Summary Judgment and Undisputed Facts, the plaintiff, Webster Bank neglected to inform the Honorable Judge of this Honorable Court that **Webster Bank received a payment of \$42,923.19** from the **Great American Insurance Group**, for fire damage that occurred on **March 29, 2023**, to **the property: 370 Larchwood Drive, Warwick, RI**; where the defendant, Judith Pompei-Smith and her family reside. Please see Exhibit # 2 and Exhibit # 3.

FACTS

It's evident the plaintiff, Webster Bank submitted the Motion For Summary Judgment and Undisputed Facts with "speculative" and "untruthful" comment's, and a request to proceed with foreclosure, because Webster Bank, the plaintiff, is trying to silently keep the **Great American Insurance Group** payment of **\$42,923.19**. Please see Exhibit # 4

To date, the plaintiff, Webster Bank has not sent the defendant a letter to inform the defendant that they received payment for the property fire damage **(and)** the plaintiff, Webster Bank submitted approximately 10 to 12 documents to the Honorable Judge (and) to the defendant on **June 12th, 2023**, and not one document references anything about the plaintiff, Webster Bank receiving payment of **\$42,923.19** from **Great American Insurance Group** for the fire damage to **the property: 370 Larchwood Drive, Warwick, RI**.

After Judith Pompei-Smith, the defendant, received a letter from Great American Insurance Group with the detailed property damage and the cost to repair, from the insurance adjuster, the defendant verified that the plaintiff, Webster Bank had received and posted a payment of **\$42,923.19** to my, the defendant's online mortgage account. Although, the defendant's "principal balance" remains the same at \$53,174.78. Please see **Exhibit # 4**

Thereafter, I, the defendant, called the plaintiff, Webster Bank. The defendant was transferred to a voicemail message and briefly included the most important information.

I, the defendant explained in the voice message, that the defendant can't refinance with a family member holding the mortgage, until after the fire damage/kitchen has been repaired, so an accurate home appraisal can be completed.

Defendant also said in the voice message, the fire damage left **the property: 370 Larchwood Drive, Warwick, RI** without a functioning kitchen. The defendant cannot cook, the stove and kitchen cabinets cannot be used. The ceiling and 3 walls are dark black. The kitchen cabinets above the stove fan vent were in flames and are slanted down. Those cabinets disconnected from the hinge hooks, requiring all dishware to be boxed up. This area of the kitchen is a dangerous area to walk in, because the cabinets could fall off the wall and cause a body injury. Please see **Exhibit # 5**

In addition, the fire traveled up through the fan vent that's above the stove and we had a "mouse" land on the top of the stove. That confirmed, the fan vent that goes up through the roof, is no longer sealed, and a new fan vent cannot be installed, before installing new kitchen cabinets.

Defendant and family had to create a temporary taped up seal on the fan vent above the stove. The temporary taped up seal on the opening of the fan vent doesn't provide 100% security that more mice won't get inside **the property: 370 Larchwood Drive, Warwick, RI**.

The defendant also included in the Webster Bank voice message, that with there being a possibility that more mice can enter our home, it creates an urgency for an employee at Webster

Bank to submit the insurance repair payment to me, the defendant.

The plaintiff, Webster Bank never called me, the defendant back. Certainly, the plaintiff's lack of communication is forcing the defendant and her family to live in an "inhumane" and "dangerous" environment. As a consumer, I, the defendant have never been treated this badly by a business entity, during my entire lifetime. Please see attached photos of mice cages and the invoice from the Animal Control Company. Please see **Exhibit # 6**

The defendant had to retain an Animal Control Company that was referred by Warwick Police, to set up commercial mice trap cages. Please see **Exhibit # 6**

Approximately, 2 weeks after the defendant left the plaintiff, Webster Bank the voice-message, the defendant received a letter from the plaintiff, Webster Bank. The letter from the plaintiff does not reference anything about the fire, the fire damage, or Webster Bank's receipt of the **\$42,923.19** payment from the insurance company, to repair the property fire damage.

The plaintiff's letter indicates that the plaintiff, Webster Bank wants to offer the defendant to receive Loss Mitigation, amend the current mortgage, or reduce the monthly payment. Based on law a matured mortgage cannot be amended, it has to be closed (**the mortgage maturity date was 3/1/2018**). Please see the letter from the plaintiff, Webster Bank dated **5/23/2023**. **Exhibit # 7**

Approximately 10 days after the defendant received the Loss Mitigation letter from the plaintiff, Webster Bank, the plaintiff, Webster Bank filed the "Motion For Summary Judgment", with a request to foreclose the property: 370 Larchwood Drive, Warwick, RI.

When one recognizes that when a bank revises a matured mortgage, the matured mortgage has to be closed, first. The borrower is then required to sign a new mortgage/promissory note and that then, will allow a bank/lender to keep all of the money paid toward the matured mortgage, that was closed.

Hence, why the letter from Webster Bank, the plaintiff, offering the defendant Loss Mitigation, to amend the current mortgage, or reduce the monthly payment, is confirmation, that the plaintiff, Webster Bank is trying to silently keep the **\$42,923.19** they received for repairs to **the property: 370 Larchwood Drive, Warwick, RI.**

In December of 2022 the defendant, Judith Pompei-Smith answered the plaintiff, Webster Bank's "Interrogatories" and informed the plaintiff, Webster Bank that the defendant was going to

refinance with a family member holding the mortgage, with a different bank. The defendant was following the Honorable Judge's Pre-Trial Plan, trying to bring this matter to resolution, for both parties. Please see **Answer No. 2 and Answer No. 5** in **Exhibit # 8**

Unfortunately, the plaintiff, Webster Bank has proved by their reaction to every document that has been given to them, that they are only interested in foreclosure, because Webster Bank knows the "value" of the defendant's home, **the property: 370 Larchwood Drive, Warwick, RI**, is \$680,000.00 to \$700,000.00.

With the plaintiff, Webster Bank hiding their receipt of the **\$42,923.19 insurance check** and the defendant's principal mortgage balance of **\$53,174.78 (-) \$42,923.19 = \$10,251.59** the **defendant would only have a principal mortgage balance of \$10,251.59.**

If the Honorable Judge grants the plaintiff, Webster Bank to foreclose **the property: 370 Larchwood Drive, Warwick, RI**, it will result in a borrower, the defendant, who would only have a principal mortgage balance of \$10,251.59 with the plaintiff, Webster Bank, and would give the plaintiff, Webster Bank, property valued at \$680,000.00 to \$700,000.00.

Another issue the defendant noted, that the Honorable Judge should be aware of. The plaintiff, Webster Bank is "currently" adding a **\$58.78 late fee, every month**, to the defendant's mortgage. There wasn't one late fee when the plaintiff filed the Summons in May of 2022, but as of last week, the plaintiff has added a Late Fee account to the defendant's mortgage, with a total **of \$3,056.56 in late fees.**

There are also legal fees posted every month. **The maturity date was 3/1/2018, doesn't the law indicate, that the maturity date of a mortgage, stops the addition of inte rest and fees being added to a matured mortgage balance?** Please see **Exhibit # 9**

Respectfully, I, the defendant, submitted with my first Answer, Exhibit's as evidence, to provide proof to the Honorable Judge of this Honorable Court, to confirm, that the plaintiff, Webster Bank, "knowingly" caused the defendant, Judith Pompei-Smith's "Mortgage" to default. The plaintiff, Webster Bank's recent Court documents filed, combined with no communication for 2 & ½ months, after Webster Bank received payment of **\$42,923.19** for **the property to be repaired**, and Webster Bank is aware that the defendant was planning to refinance with a family member who will hold the mortgage, with a different bank, provides proof, that the plaintiff, Webster Bank refuses to bring this matter to resolution, for both parties (and) is presenting false information to the Honorable Court, as a tool to silently commit fraud (keep the **\$42,923.19** insurance check and proceed with foreclosure).

Please see **Exhibit # 12** and **Exhibit #13** they are supportive for the defendant to meet the burden of proof for this matter. Unfortunately, my, the defendant's scanner broke while preparing the response's to this matter, so I had to use my cell phone camera to send an Exhibit. After seeing the results, the defendant included just the first page of the document. It's sufficient, just wanted to clarify.

PRAYER FOR RELIEF

THE DEFENDANT, JUDITH POMPEI-SMITH PRAYS AS FOLLOWS:

1. For the Honorable Judge to “deny” the plaintiff, Webster Bank to foreclose the property: 370 Larchwood Drive, Warwick, RI.
2. For the Honorable Judge to “Demand” the plaintiff, Webster Bank, to submit the insurance payment, in the amount received **\$42,923.19**, to the defendant, Judith Pompei-Smith, so the property can be repaired.
3. The defendant, Judith Pompei-Smith begs the Honorable Judge to provide and protect her, the defendant, with “justice” from Webster Bank, the plaintiff’s fraud. I, the Defendant, Judith Pompei-Smith, ask the Honorable Judge of this Honorable Court to dismiss this lawsuit, (Case No. 1:22-cv-00194-JJM-PAS).
4. With confidence and respect, the defendant asks the Honorable Judge to dismiss this case, with prejudice, and to proceed with any additional action’s, the Honorable Judge deems just’.

✕ Judith Pompei - Smith

June 26, 2023

Signed Under Oath

Date

Submitted Electronically By,

Judith Pompei-Smith, Defendant, Pro se

June 26, 2023

CERTIFICATE OF SERVICE

I, Judith Pompei-Smith, hereby certify that on June 26, 2023, I served a copy of the above document by causing the same to be mailed via electronic mail upon the following:

Attorney Brian Hughes
362 Broadway
Providence, RI 02909
E-Mail: Bhughes@brasm.com

Judith Pompei - Smith

Judith Pompei-Smith, Defendant, Pro se

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